



Nuffield Road, St. Ives, Cambridgeshire, PE27 3LZ, UK  
Tel: +44(0)1480 397400 Fax: +44(0)1480 466555  
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## CONDITIONS OF SALE

Orders are accepted subject to the following terms and conditions:

### 1 Exclusion of Terms

These Conditions of Sale apply to all Purchase of goods and services from us unless modified in writing by us prior to the acceptance by us of your order or instructions.

### 2 Acceptance

Neither estimates nor quotations nor any other documents or oral statements put forward by us or on our behalf constitute an offer to enter into contractual relations and no contract shall be created for the sale of any goods by us save by our acceptance of an offer.

### 3 Conditions

Any acceptance by us of an offer to purchase goods shall incorporate these conditions of contract and no others and all offers shall be or shall be deemed to be made on that basis unless and except insofar as is expressly stated in writing by us with specific indication of what conditions are to be added or deleted or varied and in the event that any terms put forward by or on behalf of a party dealing with us shall have the effect of causing that which would otherwise have been an acceptance by us of an offer by such party to be in form or substance a counter offer such shall not be or shall be deemed not to be a counter offer but a mere invitation to treat and no contracts will be concluded save by a subsequent acceptance in writing by us to which these conditions apply.

### 4 Cancellation

If the buyer for any reason cancels the order after its acceptance by us or seeks to revise the delivery date, then the buyer shall be liable for all cost expenses and losses whatsoever including loss of profit resulting from such cancellation or revision. In particular cancellation will only be accepted on payment of all such costs expenses and losses incurred by us and until payment, cancellation of the order shall be deemed not to have taken place notwithstanding any instructions from the buyer to the contrary. Any payment made out of the provision of this paragraph to secure the cancellation of the contract shall be without prejudice to our right to recover any of the costs expenses and losses suffered by us as a result of such cancellation. Further, the buyer shall also be liable for all costs and expenses incurred by us on account of revisions of delivery dated necessarily due to lack of information from the buyer and we reserve the right in such circumstances to adjust any price quoted by us.

### 5 Delivery

While dates or periods for readiness or despatch or delivery of goods are given in good faith the same are not of the essence of or in any way terms of the contract or representation of fact and no damages shall be payable for late readiness or despatch or delivery however caused or under any circumstances and the Buyer shall be bound to accept goods sold when the same are ready for collection or are delivered.

### 6 Alterations

We reserve the right to modify prices should there be any agreed alteration in the design of goods. Prices given for equipment in stock or in progress are subject to the same being unsold when the order is received and accepted.

### 7 Drawings, etc.

All weights, measurements, powers, capacities and other particulars of goods offered by us, whether contained in illustrations or drawings, accompanying our tender or contained in our catalogues, price lists or advertisements, are stated in good faith as being approximately correct, but small deviations therefrom shall not be grounds for non-acceptance of the goods or otherwise vitiate any contract concluded between us, or be made on the basis of any claim against us.

### 8 Tests

All goods will be subject to standard works test prior to delivery which will be final and conclusive. Any additional tests required must be specified in your order and will be subject to acceptance by us and will be charged for.

### 9 Packing & Carriage

When 'delivered prices' are stated the price includes packing and carriage. If prices are 'ex-works' a charge will be made for packing and carriage can be arranged if required. Goods will be at your risk from the moment they are collected by your carrier. No credit will be issued for any packing returned.

### 10 Damage in Transit

When the price quoted includes delivery, we will repair or replace free of charge goods damaged in transit, provided the carriers and ourselves receive written notification of such damage within four days of delivery, and that the goods have been signed for as 'not examined' or 'damaged' but not otherwise.

### 11 Lost in Transit

Where we expressly undertake responsibility for delivery of goods we shall repair or replace the same or any part thereof at our own expense in the event of loss in transit to the point to which we agreed to deliver the goods provided that our liability hereunder shall in no circumstance exceed the price of the consignment of goods and provided that all claims in respect of loss in transit must be made in writing and delivered to our Head Office within the time limit stated by the carrier in the event of non-delivery. Save as aforesaid no responsibility whatsoever is accepted for any loss during the course of the transport of goods.

### 12 Schedule Orders

A scheduled order (i.e. an order calling for delivery spread over a period) shall constitute unqualified authority for manufacture and establishes the customers ultimate liability. Scheduling shall permit completion of delivery of an order within 12 months from the date that the order was received by us.

### **13 Price Adjustment**

At our absolute and sole discretion the amount of the agreed contract price may be amended to allow for variation in the cost of labour or transport or machinery or materials or production occurring subsequent to the date on which the contract was made providing that the notice of the amendment be given to the buyer within 14 days of the delivery of goods or completion of the work as the case may be.

### **14 Terms of Payment**

Prices quoted are net. Where no other terms of payment have been agreed, payment in respect of any of the goods shall be due one month from the date of despatch or from notification by us that they are ready for despatch. We reserve the right to charge interest at the rate of 1 1/2% per month for amounts not paid when due.

### **15 Patents**

In the event of any claim being made or action being brought against you in respect of infringement of Patents by the manufacture or sale by us of goods supplied to you, you are to notify us immediately, and we shall be at liberty with your assistance, if required, to conduct all negotiations for the settlement of the same or any litigation that may arise therefrom. However, you shall indemnify us against all costs, claims, expenses, damages, charges or liabilities whatsoever in respect of or arising from any claim for infringement of Letter Patents, Trade Mark or Registered Design relating to any products supplied to your design following your instructions.

### **16 Nameplates**

Any nameplate or other form of identification which we have affixed to or marked upon any articles sold by us shall not be removed by you or by anyone on your behalf without our consent in writing. No undertakings given in these Conditions of Sale shall apply to articles from which any of our nameplates or identification marks have been removed.

### **17 Design Modifications**

Provided that the equipment as supplied gives the performance specified in our quotation, we reserve the right to alter or modify the design or layout of the equipment or any part thereof, or to add further parts or omit any parts mentioned in our quotation, and in any such case the price quoted by us shall neither be increased or decreased.

### **18 Law & Arbitration**

These Conditions of Sale and any contract concluded pursuant to them shall be governed by and construed according to the Laws of England. If at any time any question, dispute or difference shall arise between us upon, in relation to, or in connection with the contract either of us may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement, to an arbitrator to be appointed by the President of the Law Society. This submission shall be deemed to be a submission to arbitration within the meanings of the Arbitration Act, 1950, or any statutory modification thereof. Work under the contract shall, so far as may be reasonably practicably, continued during the arbitration proceedings and no payments which may be or shall become due shall be withheld on account of such proceedings

### **19 Vesting**

All goods sold by us whether delivered or installed or not, shall remain our sole property until all funds of whatever kind due to us for the sale or supply of such goods have been paid. Until the property in goods sold or supplied passes to the buyer, the buyer shall be responsible for any damage suffered to the goods and shall take all steps necessary to keep the goods in good condition and repair and shall keep the same in safe custody and shall not overload or overwork or in any way improperly use the same and shall not do any act or thing which leads or may lead to the goods being seized under distress or any legal process and shall at all time keep the goods comprehensively insured against all risks to their full price and shall take steps to effect that an endorsement shall be made on the policy recording our interest in the goods and providing that all money payable to the buyer under the policy shall be paid to us as agents for the buyer and the buyer hereby appoints us his agents for the purpose of receiving the said money and grants to us the right to satisfy from such sums any claims outstanding in our favour against him. Further at all time while goods are in the possession of the buyer but while the property therein remains in use the buyer shall notify us immediately if any defect arises in the condition of the goods and shall at all such times allow us access to the goods for the purpose of inspection and or work to the goods and we shall be entitled to but not obliged to carry out such work as we deem to be necessary to the goods and only such work and entitled to render to the buyer such charges for such work unless such work is in respect of defects in the goods which are the subject of an express undertaking by us under these terms.

### **20 Undertaking**

Whilst we will use our best endeavours with regard to the design, quality of material and workmanship of the goods supplied, we give no warranty (and the goods are not sold subject to any condition) in respect thereof, nor shall any conditions or warranty in this regard be implied. In lieu thereof we undertake to replace or repair at our option goods or parts thereof proved to have been originally defective in material or workmanship, if promptly returned to our Works, carriage paid within 12 months from the original date of despatch provided that we are satisfied after an examination of the good or parts returned that they are defective and that any such defects have not been caused by ordinary wear and tear, abuse, misuse, overloading, altered products or use of improper fluid. All warranties and conditions implied by Common Law, Statute or trade usage are hereby excluded. We shall not in any circumstances be liable for special, indirect or consequential loss or damage howsoever arising. Any materials which have been replaced by us, free of charge, shall become our property.

### **21 Suitability**

Our products are not designed for use in life support appliances or systems where malfunction of these products can reasonably be expected to result in personal injury. Customers using or selling these products for use in such appliances or systems do so at their own risk and agree to fully indemnify us for any damages resulting from such appliances.

## **Webtec Products Limited**

Registered No. 832125 London

Registered Office:

Nuffield Road, St Ives, Cambridgeshire, PE27 3LZ, UK



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## BANK STATUS AUTHORITY FOR CREDIT ACCOUNT

This authority should be completed in BLOCK CAPITALS, signed by an AUTHORISED SIGNATORY and returned to us.

To the Manager

_____	Sorting Code: _____
(NAME AND BRANCH OF BANK)	
_____	Account Number: _____
(ADDRESS)	
_____	_____
(TOWN)	(COUNTY)
_____	
(POSTCODE)	

Credit Limit Required: \_\_\_\_\_ for a period of: \_\_\_\_\_ months

I/We, \_\_\_\_\_, at \_\_\_\_\_  
(COMPANY NAME) (COMPANY ADDRESS)

Hereby authorise you to provide bank status to Webtec Products Ltd. This authority shall/shall not\* be ongoing until terminated by me/us in writing.

You are also instructed to accept a fax or copy of this document if required\*.

*\*Delete as applicable*

Signed:

.....  
(Authorised Signatory Only)

Print Name ..... Position ..... Date .....



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## NEW CUSTOMER ACCOUNTS

If you wish to open an account with WEBTEC PRODUCTS LIMITED, so that you may settle invoices on an open account basis, please supply the following information and return this form with the completed Bank Status Authority form (available on request). All applications are subject to bank approval. We reserve the right to refuse any application without giving any reason. Please enter details in BLOCK CAPITALS using a BLACK pen.

### Billing Address:

**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Postcode** \_\_\_\_\_  
**Country** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Fax** \_\_\_\_\_  
**E-mail** \_\_\_\_\_  
**Account No. (If Available)** \_\_\_\_\_  
**VAT No.** \_\_\_\_\_

**Credit Limit Required £** \_\_\_\_\_

**Bank Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Sort Code** \_\_\_\_\_

**Account Number** \_\_\_\_\_

### Main nature of your Business or Industry (Please choose from one of the codings below)

- |                                      |  |                                 |
|--------------------------------------|--|---------------------------------|
| A - Agricultural                     | H - Mechanical Handling                  | R - Road or Rail Transport      |
| B - Civil Engineering                | I - Industrial                           | S - Marine                      |
| C - Construction Machinery           | J - Process Plant                        | T - Power Tools                 |
| D - Defence                          | K - Machine tools                        | U - Utilities                   |
| E - Education                        | M - Mining                               | V - Aviation                    |
| F - Food Processing                  | O - Oil Hydraulic Equipment, Distributor | W - Waste Collection & Disposal |
| G - Hydraulic Equipment Manufacturer | P - Petrochemical                        | Z - Other (please specify)      |

### Where did you hear about us?

Advert:  Exhibition:  Internet:  Word of Mouth:  Other:  \_\_\_\_\_

### Delivery Address (if different)

**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Postcode** \_\_\_\_\_  
**Country** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Fax** \_\_\_\_\_  
**E-mail** \_\_\_\_\_  
**Buying Contact Name** \_\_\_\_\_  
**Technical Contact Name** \_\_\_\_\_

**Accounts Contact Name** \_\_\_\_\_

**Company Registered Address** \_\_\_\_\_

**Company Registered Number** \_\_\_\_\_

## Conditions générales de ventes

### Dispositions générales

A défaut de dispositions particulières convenues par écrit, nos ventes sont soumises aux présentes conditions générales de ventes et rendent caduques à ce titre les conditions particulières d'achats de nos clients.

### Conditions de paiement

Le paiement de la totalité de la facture est à effectuer avant le jour d'échéance de la facture.

Les marchandises figurant sur le bon de livraison et la facture restent notre propriété jusqu'au paiement intégral de la facture.

Il ne pourra en aucun cas y avoir refus de paiement de la facture sans agrément écrit de notre part.

Le défaut de paiement de tout ou partie d'une facture entraînera :

- Le versement d'une pénalité de retard équivalente à 1,5 fois le taux d'intérêt légal en vigueur.
- L'exigibilité immédiate des sommes restant dues.
- L'exigibilité de 15 % de la somme restant due à titre de dommages.

### Réserve de propriété

Les marchandises ne deviennent propriété de l'acquéreur que lors de la réception et de la constatation du dernier paiement de la facture qui les concerne. La réception d'une obligation de paiement de type chèque, traite ou autre n'est pas considéré comme paiement effectif. Le transfert de propriété n'intervient que lors de l'encaissement effectif de ces obligations.

Il incombe à l'acquéreur de maintenir cet équipement dans un état de conservation irréprochable et de souscrire auprès de son assurance la police couvrant les dommages pouvant intervenir sur nos matériels et équipements dans leurs locaux et ce jusqu'au transfert effectif de propriété.

### Acceptation d'une commande

Toute commande, nous étant adressée, implique l'acceptation de nos conditions de ventes et exclue toutes autres conditions. Toute condition particulière négociée entre les deux parties fera l'objet d'un agrément écrit de notre part (sur la commande par exemple). Un accusé de réception de commande sera envoyé au client confirmant la prise en compte de la commande.

### Retour

Le retour d'un matériel pour « avoir sur facture » doit, avant toute chose, avoir été accepté par notre société et ne pourra être effectué que dans un délai de 30 jours suivant la date de facturation. Passé ce délai, la Société se réserve le droit d'accepter ou non ces marchandises. Dans tous les cas l'avoir sur facture tiendra compte des frais de remise en état ainsi que des frais de remise sur stock du matériel (ces frais seront de 20% minimum du coût hors taxe du matériel retourné). Le remboursement ne pourra en aucun cas être effectué en espèce.

### Frais de port et d'emballage

La société facturera les frais de port dans les cas suivants :

- Le montant hors taxe de la livraison est inférieur à 500 €
- Le client exige une livraison par l'intermédiaire d'un service de transport en express
- Le lieu de livraison se trouve hors de France métropolitaine

Le client qui le désire peut utiliser ses propres moyens de transport.

### Facturation

Lors d'une livraison à effectuer hors de France métropolitaine, un paiement de toute ou partie de la valeur de matériel et du port pourra être exigé avant expédition du matériel. La société se réserve le droit d'annuler la commande en cas de non-exécution du paiement.

Il ne pourra en aucun cas y avoir de refus de paiement de la facture sans que nos services n'aient accepté celui-ci par écrit.

### Prix de vente

Les prix tarifs peuvent être modifiés sans avis préalable. A ce titre une commande effectuée sans demande de réactualisation des prix sera acceptée aux conditions tarifaires du jour de réception de cette commande.

Le prix de vente du matériel est celui de la date de réception de la commande et pourra donc être différent de celui figurant sur le bon de commande adressé par le client. La remise figurant sur les devis est une méthode de calcul interne à l'entreprise, elle ne peut en aucun cas être utilisée pour le calcul du prix des autres matériels vendus par l'entreprise sans accord préalable de nos services commerciaux.

### Délais de livraison

Les stocks étant sujet à variation, les délais indiqués sur le devis ne sont valables qu'au moment de l'envoi du devis, et ne peuvent être pris en considération ultérieurement, notamment pour l'annulation d'une commande.

### Date d'expédition

La date d'expédition apparaissant sur l'accusé de réception de commande est une estimation de la date d'expédition. Elle ne peut être à ce titre prise en considération pour toute demande d'indemnisation, pénalités de retard ou encore pour résilier la commande.

### Date souhaitée

La date souhaitée apparaissant sur l'accusé de réception de commande correspond à la date de réception des marchandises souhaitée par le client. Elle ne sert qu'à informer notre service d'expédition de la date de réception des marchandises souhaitée par le client. Si le matériel est disponible avant la date d'expédition estimée, nous expédierons le matériel au plus près de la date souhaitée par le client. Cette date ne peut, à ce titre, être prise en considération pour toute demande d'indemnisation, pénalités de retard ou encore pour résilier la commande.

### Produits étudiés à la demande d'un client

Lors d'une demande d'étude d'un produit une somme pourra être exigée sous forme d'arrhes qui seront à déduire de la somme à payer sur la facture des premiers produits ayant fait l'objet de cette étude, si celle-ci est au minimum supérieure à la valeur des arrhes payés préalablement par le client.

### Garantie

La garantie s'appliquant à nos produits est la garantie légale de 1 an à compter de la date de facturation du produit.

La garantie ne couvre pas les points suivant :

- Usure normale du produit.
- Détérioration résultant d'une utilisation du produit dans des conditions particulières n'ayant pas été explicitées par le futur acquéreur lors de la commande.
- Les produits ayant été démontés ou modifiés par l'acheteur, l'utilisateur ou toute autre personne n'ayant pas reçu l'agrément écrit de notre société de le faire.

### Utilisation

Nos produits ne sont pas conçus pour utilisation sur des appareils de sécurité ou des systèmes pour lesquels un dysfonctionnement de ces produits risque d'engendrer des blessures aux personnes. Les clients qui utilisent ou vendent ces produits pour utilisation sur ce type d'appareils ou de systèmes le font sous leur propre responsabilité et acceptent les conséquences que ces utilisations peuvent causer.

### Contestations et litiges

Les différents intervenants conviennent de faire tout leur possible pour régler les différends à l'amiable. A défaut le tribunal de commerce de Cambrai sera la seule juridiction compétente au règlement des contestations ou litiges pouvant perdurer.